

PARTICIPANT NONDISCLOSURE AND INTELLECTUAL PROPERTY AGREEMENT

参赛者保密和知识产权协议

THIS PARTICIPANT NONDISCLOSURE AND INTELLECTUAL PROPERTY AGREEMENT (this “**Agreement**”) is by and between Hulu, LLC (“**Hulu**”) and you (“**Participant**”, and, together with Hulu, each a “**Party**” and collectively the “**Parties**”).

本参赛者保密和知识产权协议（本“**协议**”）由 Hulu, LLC (“**Hulu**”) 和您 (“**参赛者**”，和 Hulu 一起，单称“**一方**”，合称“**双方**”)。

Hulu possess video files and technical information that is non-public, confidential and/or proprietary in nature, which Hulu wishes to protect against disclosure; and certain of such information shall be provided to Participant in connection with Participant's participation in the IEEE International Conference on Image Processing “Grand Challenge” sponsored by Hulu (the “**Challenge**”).

Hulu 拥有非公开的、机密的且/或专有性质的视频文件和技术信息，Hulu 希望保护该等文件和信息不被公开；并且一部分该等信息将就参赛者参与 Hulu 赞助的 IEEE 国际图像处理大会“大挑战”（“**挑战赛**”）而被提供给参赛者。

By clicking “I Agree,” you confirm that you have read, understand and agree to the terms of this Agreement:

点击文末的“**我同意**”，表示您确认已经阅读过，并且理解和同意本协议的条款。

I. NONDISCLOSURE

保密

1. Confidential Materials. “**Confidential Materials**” shall mean any non-public information or materials disclosed by Hulu to Participant in any format, which are conspicuously labeled as confidential, identified in writing prior to disclosure as confidential, or otherwise provided under circumstances indicating their confidential nature. Confidential Materials shall include, but are not limited to: audio files, visual files, metadata, technical specifications, other technical or engineering data or information, processes, procedures, drawings, designs, models, software, source code, algorithms, content, formulas, reports, and the terms of this Agreement.

保密资料。“**保密资料**”指 Hulu 以任何形式向参赛者披露的任何非公开的信息或资料，如果其被显著地标记为机密信息或资料、或在披露前以书面形式定性为机密信息或资料、或在其他表明其机密性的情况下被提供。保密资料应包括但不限于：音频文件、视觉文件、元数据、技术规范、其他技术或工程数据或信息、步骤、程序、图纸、设计、模型、软件、源代码、算法、内容、公式、报告以及本协议条款。

2. Limitations on Confidential Materials. Confidential Materials shall not include materials that Participant can clearly demonstrate fall within any of the following categories:

保密资料的限制。保密资料不包括参赛者可以明确证明属于以下任何一类的资料：

- (a) materials that have come within the public domain through no fault of or action by Participant;
并非因参赛者的过错或行为进入公共领域的资料；
- (b) materials that were rightfully available to Participant prior to their provision hereunder;
根据本协议向参赛者提供之前参赛者可合法获得的资料；
- (c) materials that become rightfully available to Participant from any third party under no obligation of confidentiality to Hulu and who has not otherwise gained the materials, either directly or indirectly, through improper means; or
参赛者从任何对 Hulu 没有保密义务的且并非通过不当手段直接或间接获得资料的任何第三方处合法获得的资料；
- (d) materials that were or are independently developed by Participant without access, directly or indirectly, to any materials disclosed hereunder.
参赛者过去或现在，在未直接或间接地接触本协议下披露的资料的情况下独立开发的资料。

If any portion of any disclosed Confidential Materials fall within any of the above exceptions, the remainder of the Confidential Materials shall continue to be subject to the requirements of this Agreement.

如果被披露的保密资料的任何部分属于任何上述例外，保密资料的剩余部分应仍受限于本协议的要求。

3. Protection of Confidential Materials. Participant acknowledges that Hulu claims its Confidential Materials as a special, valuable and unique asset, and Participant agrees that it shall:

保密资料的保护。参赛者承认 Hulu 宣称其保密资料是特殊的、有价值的和独特的资产，并且参赛者同意其应：

- (a) solely use the Confidential Materials for purposes of fulfilling the Challenge;
仅为参与挑战赛之目的使用保密资料；
- (b) keep in confidence all Confidential Materials, and not distribute, disclose, or disseminate such Confidential Materials in any way to any third party; provided that Participant shall promptly notify Hulu of any misuse or misappropriation of the Confidential Materials of

which it becomes aware;

对所有保密资料予以保密，并且不得以任何方式向任何第三方散布、披露或传播该等保密资料；参赛者还应及时通知 Hulu 其所知的任何滥用或盗用保密资料的行为；

- (c) use reasonable care to protect the Confidential Materials from unauthorized disclosure; and
使用合理的谨慎保护保密资料免受未经授权的披露；并且
- (d) not reverse engineer the Confidential Materials for any purpose, except as expressly permitted hereunder.
除非本协议下明确允许，不出于任何目的对保密资料进行反向工程。

4. **Exclusions.** Notwithstanding Paragraph 3, disclosure or use of Confidential Materials by Participant shall not be precluded if it is in response to a valid order of a court or other governmental body having jurisdiction under applicable law; provided that: (a) Participant shall have given prior written notice to Hulu so that Hulu may seek a protective order or other confidential treatment with respect to the Confidential Materials so disclosed; (b) Participant shall have cooperated with Hulu to obtain such protective order or other confidential treatment; and (c) in the absence of a waiver by Hulu or protective order, Participant shall have disclosed only that portion of the Confidential Materials which its counsel advises is legally required to be disclosed.

例外。 尽管有第[3]段，如果参赛者披露或使用保密资料是为了回应法院或其他适用法律下有管辖权的政府机构的有效命令，则不应妨碍参赛者做出披露或使用；条件是：(a) 参赛者应给予 Hulu 事先书面通知，以便 Hulu 可以就保密资料的该等披露寻求保护令或其他保密对待；(b) 参赛者应与 Hulu 合作取得该保护令或其他保密对待；并且(c)在没有 Hulu 豁免或没有保护令的情况下，参赛者应仅披露保密资料中依律师建议法律要求必须披露的部分。

5. **Return of Confidential Materials.** All Confidential Materials disclosed under this Agreement and all copies thereof made by Participant shall remain the property of Hulu and shall be promptly returned or destroyed upon the earlier of (a) completion of the Challenge and (b) Hulu's request to Participant. Participant shall also destroy all documents, memoranda, notes and other writings containing Confidential Materials in accordance with the foregoing.

归还保密资料。 本协议下披露的所有保密资料和参赛者制作的该等资料的副本应仍然为 Hulu 的财产，并在(a)挑战赛结束，或(b)Hulu 向参赛者提出要求（以较早发生者为准）后立即归还或销毁该等资料或副本。根据前述规定，参赛者还应销毁包含保密资料的所有文件、备忘录、笔记和其他书面资料。

6. **No Commitment.** Each Party acknowledges that Confidential Materials provided by Hulu do not, and are not intended to represent, a commitment to enter into any relationship with Participant or any commitment or guarantee with respect to the Challenge.

无承诺。 各方承认由 Hulu 提供的保密资料不构成，且无意构成与参赛者建立任何关系的承诺或关于挑战赛的任何承诺或保证。

7. **No License.** Hulu shall retain all right, title and interest in and to the Confidential Materials. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in the Confidential Materials.

无许可。 Hulu 应保留保密资料或与之相关的所有权利、所有权和利益。本协议中的任何内容不得被解释为通过许可或其他方式授予或赋予保密资料中的任何权利。

8. **No Warranty.** Participant acknowledges that Hulu has not made and will not make any representation or warranty as to the accuracy or completeness of the Confidential Materials, and Participant agrees that Hulu shall have no liability resulting from the use of the Confidential Materials.

无保证。 参赛者承认 Hulu 并未且不会对保密资料的准确性或完整性做出任何陈述或保证，并且参赛者同意 Hulu 不因保密资料的使用承担任何责任。

II. INTELLECTUAL PROPERTY 知识产权

1. **Open Source.** With respect to any information or materials, including without limitation software source code, created by Participant with reference to Confidential Materials or otherwise in connection with the Challenge ("**Participant Contributions**"), Participant hereby grants a nonexclusive license, under the terms of the Apache 2.0 license (available at <https://www.apache.org/licenses/LICENSE-2.0> or any successor website thereto) (the "**Apache License**"), to all present and future licensees of the Participant Contributions, including without limitation to Hulu. For clarity, "licensee" as used in this Section II.1 shall have the same meaning as "You" in the Apache License.

开放源码。 就参赛者参考保密资料或与挑战赛相关创造的任何信息或资料，包括但不限于软件源代码（“**参赛者贡献**”），参赛者特此向所有现在或未来的参赛者贡献的被许可人，包括但不限于 Hulu，授予 Apache 2.0 许可条款下（可见：<https://www.apache.org/licenses/LICENSE-2.0> 或任何后继网站）的非排他性许可。为明确起见，本 II.1 条 中使用的“被许可人”与 Apache 许可协议中的“你”有相同的含义。

III. MISCELLANEOUS 杂项

1. **No Waiver.** A waiver of any provision or breach of this Agreement must be in writing and signed by Participant or Hulu, as applicable. No such waiver shall be construed as a subsequent waiver of the same provision or subsequent breach of this Agreement.
不弃权。对本协议下的任何条款或违反的弃权必须以书面形式做出并经参赛者或 Hulu（视情况而定）签署。任何弃权不得被解释为以后对本协议同一条款或后续违约的弃权。

2. **Binding Effect.** This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns.
约束力。本协议为了双方及其各自的继承人和受让人的利益而订立并对其具有约束力。

3. **Severability.** In the event that any provision of this Agreement is determined by a court to be invalid, such determination shall not affect the validity of any of the other provisions hereof, which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

可分割性。如果本协议中的任何条款被法院判定无效，该判定不影响任何其他条款的有效性，该等其他条款保持完全的效力并且在适用法律下应被解释为是有效的。

4. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended only by written instrument duly executed by each of the Parties.

完整协议。本协议包含双方有关本协议主题事项的完整理解，并取代双方间所有有关该事项的在先协议和理解。本协议仅可通过双方正式签署的书面文件修改。

5. **Equitable Relief.** Receiving Party acknowledges that its breach of the provisions of this Agreement may cause irreparable harm to Hulu, and that remedies at law may be inadequate. Therefore, in addition to any other remedies available at law or in equity, Hulu may obtain specific enforcement or injunctive relief in the event of any breach or attempted breach by Participant of this Agreement without proving actual damages.

衡平救济。接收方承认违反本协议下任何条款都可能对 Hulu 造成无可逆转的伤害，并且法律上的补救方法也许不够充分。因此，除可以获得任何普通法或衡平法救济外，如果参赛者违反或试图违反本协议，Hulu 可以获得强制履行或禁令救济而无需证明存在实际损害。

6. **Term.** This Agreement shall continue for a period of 2 years from the effective date hereof; provided that confidentiality obligations shall survive for an additional 2 years after the termination of this Agreement other than with respect to any Confidential Materials that constitute a trade secret, which shall continue to be subject to the confidentiality obligations hereunder for so long as such Confidential Materials remain a trade secret under applicable law.

期限。本协议自生效日之后持续两（2）年有效；但保密义务在本协议终止之后额外两（2）年还应继续有效；就构成商业机密的保密资料的保密义务则持续到该保密资料在适用法律下不再为商业机密为止。

7. **Attorneys' Fees.** Each of the Parties agrees to reimburse the other for all costs and expenses, including reasonable attorneys' fees, incurred by the other Party in enforcing any provisions of this Agreement.

律师费。各方同意补偿对方所有的因执行本协议任何条款产生的费用和支出，包括合理的律师费用。

8. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the People's Republic of China. The Parties agree that the courts of the People's Republic of China shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement or its subject matter or formation.

适用法律和管辖权。本协议以及因其产生的或与其相关的任何争议或索赔应受中华人民共和国法律的管辖并据其解释。双方同意，中华人民共和国法院应有解决因本协议、本协议主题事项或本协议的订立产生的或与其相关的争议或索赔（包括非合同争议或索赔）的管辖权。

9. **Contractual Language.** This Agreement is drafted bilingually in Chinese and in English. This Agreement is authentic in both languages. However, in case of doubt, conflict, or ambiguity the English version shall prevail.

合同语言。本协议以中文和英文两种语言起草，两种语言的文本具有同等效力。但是，如果发生疑义、冲突或歧义，应以英文文本为准。